IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.600 OF 2004
IN
SUMMARY SUIT NO.1976 OF 2004

Virendra Kumar Jhabarmal Mishara ..Plaintiff.

Vs.

Ramnath International Construction Pvt. Ltd. ..Defendants.

ALONGWITH

SUMMONS FOR JUDGMENT NO.601 OF 2004
IN
SUMMARY SUIT NO.1962 OF 2004

Neena Pankaj Sharma ..Plaintiff.

Vs.

Ramnath International Construction Pvt. Ltd. ..Defendants.

ALONGWITH

SUMMONS FOR JUDGMENT NO.602 OF 2004
IN
SUMMARY SUIT NO.1975 OF 2004

Rajkumari Virendra Kumar Mishra ..Plaintiff.

Vs.

Ramnath International Construction Pvt. Ltd. ..Defendants.

ALONGWITH

SUMMONS FOR JUDGMENT NO.606 OF 2004
IN
SUMMARY SUIT NO.1987 OF 2004

Reena Suketu Shastri nee
Reena Mishraq ..Plaintiff.

Vs.

Ramnath International
Construction Pvt. Ltd. ..Defendants.

Plaintiff in person present.

Mr.Kamal Khata with Ms.Mrudula Kadam i/b.M/s.Vimadalal & Co. for the Defendants.

CORAM : S.J. VAZIFDAR, J.
DATED : 10TH JULY, 2007

P.C. :

The aforesaid suits are filed to recover various sums of money admittedly lent and advanced by the Plaintiffs to the Defendants.

2. Mr.Khata states that the facts in the above suits are similar. They are therefore being disposed of by a common order. For convenience, I will refer to the facts in Summary Suit No.1976 of 2004.

3. The Defendants from time to time admitted and acknowledged the balance due by it to the Plaintiffs. For instance, in the letter dated 16.9.1999 the Defendants confirmed that a balance of

Rs.2,66,963/- was due and payable by it to the Plaintiffs. Interest was deducted at the rate of 24% per annum. T.D.S. was deducted to the account. The balance was brought forward from year to year and each year the Defendants forwarded the account as settled. The Plaintiffs by their letter dated 8.11.2000 and by their Advocate's letter dated 28.4.2001 demanded repayment.

4. The Defendants by a reply dated 17.7.2001 forwarded a cheque towards part payment and assured the Plaintiffs repayment of the full amount upon receipt of payments allegedly due to the Defendants from Government. Even thereafter the Defendants by a letter dated 15.7.2002 confirmed the balance of Rs.3,23,553/-. The said letter states that due to financial exigency, no interest had been paid.

5. In the circumstances, the entire transaction is admitted. The failure to repay the balance is also admitted. There really is no defence to the suits.

6. Mr.Khata however submitted that the Defendants are nothing but a partnership consisting of one Mr.Sood and one Mr.B.K.Sharma as equal partners. According to Mr.Khata, the said B.K.Sharma siphoned

various sums of money from the Defendants and also misappropriated the money belonging to the Defendants.

7. This is no defence at all against the Plaintiffs. The Plaintiffs are not concerned with the disputes between the shareholders/partners inter-se.

8. In the circumstances, the Summons for Judgment to each of the above matters are made absolute and the suits are decreed as prayed.